



SPONSORSHIP AGREEMENT

This SPONSORSHIP AGREEMENT (this “Agreement”) is entered into and effective as of _____ (“Effective Date”), by and between American Cannabis Nurses Association (“ACNA”), and _____ (“Sponsor”). ACNA and Sponsor are referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, ACNA is a non-profit corporation that advances cannabis nursing, education, research, and advocacy;

WHEREAS, ACNA holds several in-person educational, networking, and community events throughout the year, including regional and national events;

WHEREAS, ACNA has a robust digital and social media presence in order to promote its mission;

WHEREAS, ACNA offers sponsorship opportunities to vendor partners at various sponsorship levels, including a product screening and endorsement sponsorship;

WHEREAS, Sponsor wishes to enhance the marketing of its products and/or services through association with ACNA and to be granted the Sponsorship Rights set forth herein during the Term (as defined below) of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the other good and valuable consideration set forth herein, the Parties agree as follows:

- 1. Term and Renewal.** Subject to the Parties’ respective rights of termination set forth below, this Agreement shall be effective from the Effective Date and in full force and effect for the time period set forth in Exhibit A attached hereto (the Agreement’s “Term”).

Upon the expiration of the Term, this Agreement may be renewed upon such terms and conditions as agreed in writing between the Parties. The Parties will undertake good faith efforts to finalize negotiations regarding any such renewal at least thirty (30) calendar days prior to the expiration of the Term. Each such written extension will provide for any modified Sponsorship Rights and/or associated Sponsorship Fees (as defined below) as may be agreed to by the Parties and will establish the then-current termination date of the Term of the Agreement.

Upon expiration or termination of the Term for any reason, Sponsor will immediately pay to ACNA all previously unpaid Sponsorship Fees for that portion of the Term that

has accrued upon termination of this Agreement other than termination by Sponsor based on ACNA's breach as provided below.

- 2. Sponsorship Rights During the Term.** During the Term, Sponsor is hereby granted the marketing and sponsorship rights (collectively, the "Sponsorship Rights") as set forth on Exhibit A. Exhibit A may only be modified by mutual written agreement of the Parties. Sponsor acknowledges that this Agreement is not exclusive, and ACNA may engage other companies/parties to be sponsors.

If for any reason other than the fault of Sponsor, ACNA is unable to provide Sponsor with a Sponsorship Right as described in Exhibit A, ACNA shall give written notice to Sponsor and offer Sponsor mutually agreeable make-good benefits in direct and equitable proportion to the Sponsorship Right which ACNA cannot provide to Sponsor ("Alternative Make-Good Benefits"). The Alternative Make-Good Benefits shall be subject to Sponsor's approval, which approval will not be unreasonably withheld, delayed or conditioned. Until such time as the Alternative Make-Good Benefits are agreed upon, Sponsor will continue to pay the full Sponsorship Fees to ACNA. If Alternative Make-Good Benefits are not agreed upon in a reasonable time period, this Agreement shall not terminate, but rather the Sponsorship Fee to be paid by Sponsor will be equitably adjusted to reflect the benefits which are not available to Sponsor

- 3. Sponsorship Fees.** In consideration for the Sponsorship Rights granted hereunder, Sponsor will pay to ACNA the "Sponsorship Fees" set forth on Exhibit A. Sponsorship Fees will be timely paid according to the date and terms set forth in Exhibit A.

4. Termination.

(A) Termination for Non-Payment of Sponsorship Fees. If Sponsor does not timely pay the Sponsorship Fees or other amounts payable to ACNA hereunder when due, ACNA may give written notice of such breach and, if such amount is not paid within ten (10) calendar days after such notice is given, then ACNA may terminate this Agreement by giving notice of termination within thirty (30) calendar days after expiration of such ten (10) calendar day period. If ACNA terminates this Agreement under this Section 4(a), then ACNA will have no further obligations under this Agreement to Sponsor and Sponsor will become immediately liable to ACNA for the full amount of the Sponsorship Fee owed for that portion of the Term that has accrued.

(B) Termination for Other Breaches. In addition to ACNA's rights of termination for non-payment as set forth above, either Party may terminate this Agreement for breach by the other Party upon thirty (30) calendar days advance written notice to the breaching Party. During such thirty (30) calendar day period, the breaching

Party will be given a reasonable opportunity to cure the identified breach to the non-breaching Party's satisfaction. Absent such cure, the non-breaching Party may invoke its rights of termination for cause hereunder upon the expiration of the notice period. If ACNA terminates this Agreement under this Section 4(b), then ACNA will have no further obligations under this Agreement to Sponsor and Sponsor will become immediately liable to ACNA for the full amount of Sponsorship Fee owed for that portion of the Term that has accrued.

(C) Termination by ACNA for Disreputable Conduct. The protection of ACNA's reputation is of vital importance and must be protected. Should, at any time during the Term, Sponsor commit an act or participate in the commission of an act which in the minds of reasonable people does or may impair the good name and reputation of, or otherwise embarrass, ACNA, ACNA shall have the right in its sole discretion to terminate this Agreement upon not less than ten (10) calendar days advance written notice to Sponsor. Such acts may include, but not be limited to, offenses involving moral turpitude under federal, state or local law and/or other acts which cause or may cause ACNA to suffer material public disrepute, contempt or scandal as a result of its association with Sponsor. If ACNA terminates this Agreement under this Section 4(c), then ACNA will have no further obligations under this Agreement to Sponsor and Sponsor will become immediately liable to ACNA for the full amount of Sponsorship Fee owed or to become owed during the full Term as if the Agreement had not been terminated and for such other damages arising out of or resulting from Sponsor's breach.

5. Trademarks.

(A) ACNA Marks. To the extent that any of the Sponsorship Rights described in Exhibit A include the specific right to make use of ACNA's logos or trademarks (collectively, the "ACNA Marks"), Sponsor agrees that its use of the ACNA Marks is non-exclusive, limited and non-transferable and each such use must be pre-approved by ACNA. In its use of the ACNA Marks, Sponsor will follow all written trademark usage policies and procedures that may be provided to Sponsor by ACNA. Sponsor further agrees that it may not make use of any of the ACNA Marks in any retail promotion or sale of any product or service without the prior written approval of ACNA. All right, title, interest and good will in and to the ACNA Marks is and shall remain the sole and exclusive property of ACNA.

(B) Sponsor Marks. If the use of any of Sponsor's logos or trademarks (collectively, the "Sponsor Marks") is required for ACNA to provide any of the Sponsorship Rights granted hereunder, Sponsor hereby grants a non-exclusive, limited and non-transferable right and license to ACNA to use such Sponsor Marks to provide the Sponsorship Rights to Sponsor. ACNA will follow any written

trademark usage policies and procedures that may be provided to ACNA by Sponsor. All right, title, interest and good will in and to the Sponsor Marks is and shall remain the sole and exclusive property of Sponsor.

6. Indemnity; Limitation of Liability.

(A) By Sponsor. Sponsor agrees to indemnify and hold harmless ACNA and its members, officers, directors and employees, from any liability, judgment, demand, action, suit, loss, damage, personal or physical or emotional injury, cost and other expense (including, but not limited to, reasonable attorneys' fees and court costs, as and when incurred) (collectively, a "Liability") arising out of: (i) any claim by third-parties resulting from any act or omission of Sponsor or its members, owners, officers, directors, invitees and/or employees in connection with the activities undertaken pursuant to this Agreement including, but not limited to, claims for personal injury, death or damage to property; (ii) any claim by third-parties resulting from an obligation undertaken by Sponsor under this Agreement; and/or (iii) any claims by third-parties relating to the use of the Sponsor Marks by ACNA; provided that ACNA's use of such Sponsor Marks is otherwise in compliance with its obligations hereunder.

(B) By ACNA. ACNA agrees to indemnify and hold harmless Sponsor and its members, owners, officers, directors and employees from any Liability arising out of: (i) any claim by third-parties resulting from any act or omission of ACNA in connection with its activities undertaken pursuant to this Agreement including, but not limited to, claims for personal injury, death or damage to property; (ii) any claim by third-parties resulting from an obligation undertaken by ACNA under this Agreement; and/or (iii) any claims by third-parties relating to the use of the ACNA Marks by Sponsor; provided that Sponsor's use of such ACNA Marks is otherwise in compliance with its obligations hereunder.

(C) Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY HERETO BE LIABLE TO THE OTHER PARTY FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES, INCLUDING LOST OR ANTICIPATED PROFITS, ARISING FROM ANY CLAIM RELATING TO THIS AGREEMENT, WHETHER SUCH CLAIMS ARE BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE. THIS PROVISION SHALL NOT LIMIT EITHER PARTY'S OBLIGATIONS OR RIGHTS OF INDEMNITY RELATING TO THIRD-PARTY CLAIMS HEREUNDER.

7. Confidentiality. Any and all information disclosed (directly or indirectly) in any manner by either of the Parties to the other, including by use of the Internet or other electronic media, which by its nature is generally considered proprietary and confidential (regardless of whether such information is specifically labeled as such)

is considered confidential information, unless such information falls within the exceptions set forth below (collectively referred to herein as “Confidential Information”).

The Parties each agree to hold any Confidential Information disclosed to it by the other Party in confidence, to cause its owners, employees, agents or other third parties authorized or permitted to have access thereto to hold such Confidential Information in confidence, and to use the same standard of care used to protect its own proprietary and confidential information in protecting the Confidential Information. Neither of the Parties shall disclose Confidential Information to others or use it for purposes other than as described in this Agreement, and Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of the Confidential Information by the receiving Party shall remain the property of the disclosing Party and shall contain any and all confidential or proprietary notices or legends which appear on the original, unless otherwise authorized in writing by the disclosing party.

This Section 7 shall survive the termination of this Agreement.

- 8. Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party hereto, which consent shall not be unreasonably withheld, conditioned or delayed. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective permitted assigns.
- 9. Compliance with Law.** Each Party shall comply with all governing federal, state and local laws in the performance of their respective obligations hereunder.
- 10. Survival of Terms.** Each term and condition hereof which by its nature is intended to survive the expiration or termination of this Agreement, shall so survive.
- 11. Relationship.** The relationship between the Parties is that of independent contractors. Nothing in this Agreement shall create between the Parties the relationship of principal and agent, joint venture partners or any other similar or representative relationship, and neither Party shall hold itself out as an agent, representative, partner, or joint venture partner of the other.
- 12. Notices.** Any notice given pursuant to this Agreement shall be in writing and shall be deemed given on the earlier of: **(a)** the date of personal delivery; **(b)** the date of transmission by facsimile or other electronic transmission service, if a return confirmation is requested and received; or **(c)** three (3) business days after the date of deposit in the United States certified mail, return receipt, postage prepaid, to the Party intended to receive such notice at its address as set forth in this Agreement or at any other address provided by a Party for the purpose of the giving of notice hereunder.

13. Governing Law; Forum Selection and Jury Waiver. This Agreement shall be governed, enforced and interpreted under the substantive laws of the State of New Jersey applicable to agreements to be performed therein, without regard to the principles thereof regarding conflict of laws, and any applicable laws of the United States of America. The Parties hereby waive any defense of lack of personal jurisdiction, lack of subject matter jurisdiction, improper venue, and/or forum non-conveniens which might otherwise apply but for this provision.

BOTH PARTIES HEREBY IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY FOR ANY AND ALL CONTROVERSIES ARISING BETWEEN THE PARTIES UNDER THIS AGREEMENT. ALL SUCH MATTERS SHALL BE TRIED, IF AT ALL, TO THE COURT.

14. Entire Agreement. This Agreement (including its Schedule) constitutes the entire agreement between the Parties and supersedes and cancels all prior agreements with respect to its subject matter. If there is any conflict or inconsistency between the terms and conditions of this Agreement and its Schedule, the terms and conditions of the Schedule shall govern. No change or modification of any of the provisions of this Agreement shall be effective unless in writing and signed by a duly authorized representative of each Party.

The Parties have caused this Agreement to be executed by their respective authorized representatives to be effective as of the Effective Date set forth above.

**American Cannabis Nurses
Association**

(Organization Name)

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

Term and Type of Sponsorship: One year commencing on the Effective Date at the “_____” (sponsorship level/ type).

Sponsorship Fees: Sponsor shall make a one-time payment in the amount of \$_____ due and payable on _____

Any renegotiation of fees shall be agreed upon by the Parties in writing. All delinquent payments are subject to a late payment fee of 2% per month (24% annually) or the highest rate allowed by law, together with all costs and expenses of collection incurred by ACNA including, but not limited to, reasonable attorneys’ fees and court costs (as and when incurred).

Sponsorship Rights Granted to Sponsor During the Term: